

MED 99.008

Home & Community Based Services (HCBS) - III & Handicapped (IH) Waiver  
Memorandum of Agreement Between

Iowa Department of Human Services

and

Iowa Child Health Specialty Clinics

July 1, 1998- June 30, 1999

## I. Interagency Cooperation Agreement

### A. Purpose

This agreement made and entered into this 1st day of July, 1998, by and between the Iowa Department of Human Services (DHS) and the Iowa Child Health Specialty Clinics (CHSC) is for the purpose of defining the responsibilities of the parties hereto in assessment, planning, and care coordination activities related to applicants and recipients of the Home and Community-Based Services (HCBS) - III and Handicapped waiver program of the Iowa Medical Assistance Program (Title XIX).

The Iowa Department of Human Services is the agency designated to administer the Iowa Plan for the Medical Assistance Program (Title XIX) Section 1902(a)(5) of the Social Security Act and 249A Code of Iowa and is the single agency responsible for providing home and community-based services to individuals who would otherwise require institutionalization and for determining financial and medical eligibility for Medical Assistance programs. This includes the HCBS-III and Handicapped waiver program.

The Iowa Child Health Specialty Clinics is the program designed to conduct that part of the Iowa Maternal and Child Health Plan (Title V) Section 501(a)(1)(D) to assist in the assessment, planning, and coordination of health services in the home and community for children under age 22 who have complex special health care needs. CHSC will employ staff to provide technical assistance and consultation services to HCBS-III & Handicapped waiver children as described in Section II of this Agreement. Funding for this Agreement will be through a federal/state match as outlined in Section VIII.

Both programs agree to cooperate fully in performing these duties for the benefit of applicants and recipients of the HCBS-III and Handicapped waiver program.

### B. Term

This Agreement will be effective July 1, 1998, and continue in effect until June 30, 1999, or until canceled by 60-day advance written notice by either party or except as provided in sections I and J.

### C. Definitions

The abbreviations "CHSC" for "Iowa Child Health Specialty Clinics", "DHS" for "Iowa Department of Human Services", and "HCBS-IH" for "Home & Community-Based Services-III & Handicapped" will be used in this Agreement. The children served under this Agreement will be children with complex special health care needs who are applicants or recipients of the HCBS-IH waiver program. These children have severe chronic illness, depend on technology assistance for daily life support or have complex health needs requiring many community services.

### D. Modification

This Agreement may be amended at any time by mutual written agreement of the parties.

#### E. Entire Agreement

This Agreement, together with all documents incorporated here by reference, constitutes the entire Agreement between the parties, and there are no understandings or agreements which are not fully expressed herein. No change, waiver, or discharge hereof shall be valid unless in writing and executed by the party against whom such change, waiver or discharge is sought to be enforced.

#### F. Omissions

Each party shall inform the other party in writing of any material omission in a provision in this Agreement, or substantial change in requirements or circumstances which either party believes will materially affect the performance of this Agreement. Both parties shall promptly negotiate in good faith with respect to such written requests for the purpose of making such reasonable adjustments as may be necessary to perform the objectives of this Agreement.

#### G. Severability

If any provision of this Agreement is found by a court of competent jurisdiction to be illegal, unenforceable, or void, then that provision shall be deemed null and separable from the remaining provisions of this Agreement and both parties shall be relieved of all obligations arising under such provision, but the validity of this Agreement and all its remaining provisions shall in no way be affected.

#### H. Waiver

A delay or omission by either party that may result in noncompliance or default by the other party with respect to any of the terms of this Agreement shall not be construed to be a waiver of rights or powers. A waiver by either of the parties hereto of any one of the duties to be performed by the other shall not be construed to be a waiver of any other duties herein contained. All remedies provided for this Agreement shall be cumulative and in addition to any other remedies available to either party under law, in equity, or otherwise.

#### I. General Provisions

In the event of unlawful or unauthorized expenditures incurred by CHSC in the performance of this Agreement, DHS shall have the right to terminate the Agreement upon 30 days written notice to CHSC. CHSC shall be liable for any unlawful or unauthorized expenditures.

#### J. Termination for Unavailability of Funds

The performance by DHS of any of its obligations under the contract shall be subject to and contingent upon the availability of federal and state funds lawfully applicable for such purposes. If DHS deems that funds lawfully applicable to this Agreement will not be available at any time during the Agreement term, DHS shall issue a termination notice to CHSC at least thirty (30) days prior to the effective date that funds to continue this Agreement will no longer be available. The obligations of the parties hereto shall end as of the date specified in the termination notice, and the Agreement will be considered cancelled without penalty to DHS.

**K. Restrictions on Use of Funds**

It is attested that no federal appropriated funds have been paid or will be paid on behalf of the Department or CHSC to any person for influencing or attempting to influence an officer or employee of any federal agency, member of Congress, officer or employee of Congress, or employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, or the extension, continuation, renewal, amendment or modification of any federal contract, grant, loan or cooperative agreement.

If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency, member of Congress, or employee of a member of Congress in connection with this contract, grant, loan, or cooperative agreement, CHSC shall complete and submit Standard Form-LLL, "Disclosure Form Report Lobbying", in accordance with its instructions.

NOTE: If Disclosure Forms are required, contact: Mr. William Sexton, Deputy Director, Grants and Contracts Management Division, Room 341F, HHH Building, 200 Independence Avenue SW, Washington, DC 20201.

**L. Employment Practices**

CHSC shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, or disability. CHSC must take affirmative action to ensure that employees, as well as applicants for employment are treated without discrimination because of their race, color, religion, sex, national origin or disability. Such action shall include, but is not limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. CHSC agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provision of this Equal Employment Opportunity (EEO) clause.

CHSC shall, in all solicitations or advertisements for employees placed by or on behalf of CHSC, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin, or disability except where it relates to a bona fide occupational qualification.

CHSC must comply with all provisions of Executive Order #11246, dated September 24, 1965, including amendments as well as the rules, regulations and relevant orders of the Secretary of Labor.

In the event of CHSC's non-compliance with the EEO clause of the Agreement or with any such rules, regulations or orders, the Agreement may be terminated or suspended, and CHSC may be declared ineligible for further government contracts. Other sanctions may also be imposed as provided in Executive Order #11246 or by rules, regulations or other order of the Secretary of Labor. CHSC must comply with all applicable conditions of Title 29 U.S. Code, Section 794 (Rehabilitation Act of 1973).

**M. Federal Audit**

CHSC will, upon request, assist DHS in responding to any audit exception from HCFA. If any amount disallowed by HCFA is determined by the auditor to be the fault of CHSC, the amount disallowed will be borne by CHSC and refunded to DHS promptly upon due notification of CHSC by DHS.

**N. Federal and State Requirements**

CHSC shall comply with all federal and state requirements that may be applicable to this Agreement.

**II. Services Provided by CHSC Staff**

CHSC shall employ staff in the CHSC central and regional offices who can provide DHS with technical assistance and consultation regarding children with complex health care needs.

A. For children who are applicants or recipients of HCBS-IH waiver program, a designated CHSC nurse or staff person shall assist DHS as needed in the following:

1. Refer interested families to the HCBS-IH waiver program and/or other DHS programs/persons.
2. Explain the HCBS-IH waiver program to families, e.g., income, resource and service eligibility and service components or activities.
3. Assist parent(s) in completing the HCBS Assessment form for persons age 21 and under.
4. Provide information to DHS policy staff and service workers regarding client service needs, and review the health needs of each child with DHS service workers. Joint home visits by CHSC and DHS service workers shall be considered and arranged, pending the child's health needs and availability of CHSC and DHS service staff.
5. Provide information to DHS, Iowa Foundation for Medical Care and other involved agencies.
6. Assist the family and the DHS in the identification of HCBS-IH waiver service(s) and service provider(s).
7. Facilitate communication between HCBS-IH waiver client, family and providers or involved agencies.
8. Provide resource and referral information; refer child and family to appropriate services and be available for consultation/questions.

B. For administration and quality assurance purposes of the HCBS-IH waiver program related to children, designated CHSC staff shall assist DHS as needed or requested in the following:

1. Consult with DHS policy staff and social workers to determine if the provider qualifications and conditions of the HCBS-IH waiver program, including services, are met.
2. Serve as a liaison between the health care providers and the families to help obtain needed HCBS-IH services.

3. Identify personnel and resources needed to provide the HCBS-IH services and help to assure the needed services are accessible and obtained.
4. Participate as a health consultant at care conferences and assist the family or DHS service worker in developing a coordinated plan of care for the HCBS-IH waiver program child requiring such services.
5. Provide health monitoring of the HCBS-IH waiver program child via the annual HCBS Reassessment form for persons age 21 and under and at other times when consulted.
6. Serve on the HCBS-IH waiver Advisory Committee; helping to review the IH waiver rules and regulations, services and other related issues.
7. Work in collaboration with the Iowa Foundation for Medical Care, Disability Determination Services Bureau, Iowa Department of Public Health, Iowa Department of Education and other agencies who participate in the HCBS-IH waiver program.

### III. Services Provided by DHS Staff

DHS staff shall perform the following duties in accordance with responsibility for eligibility determination and service provision:

1. Determine financial eligibility of persons applying for HCBS-IH waiver program using established DHS policies.
2. Determine service eligibility according to the DHS service program policies. Review the recommendations for service needs from the CHSC designated staff when developing the plan of care.
3. Assist eligible providers in enrolling as Medicaid providers.
4. Assure the recipient freedom of choice of qualified HCBS-IH waiver providers when the plan of care is being established.
5. Assure that the recipient or representative signs the necessary forms to choose the HCBS-IH waiver program over institutional care when the plan is established.
6. Inform CHSC when eligible applicants are determined financially eligible for the HCBS-IH waiver program. When DHS requests involvement of CHSC in a HCBS-IH waiver client's case DHS will contact, inform and update CHSC on the client's needs, and when appropriate schedule joint visits. The DHS shall inform CHSC when a child is no longer receiving waiver services.
7. Assure that a copy of the DHS plan of care is sent to the family and CHSC when developed or updated.
8. Inform HCBS-IH waiver program families on an annual basis what their child's level of care is.
9. Review the annual HCBS Reassessment form when revising the child's plan of care. Include findings of the health monitoring performed by CHSC in the plan of care when appropriate.
10. Make available to CHSC all rules and regulations with references to income, resource and service eligibility criteria and service components.
11. Provide training to CHSC staff on site or by telephone conference within six weeks of a request from CHSC.

#### IV. Documents and Records

A. The Child Health Specialty Clinics shall:

1. Maintain pertinent clinical records and reports for a period of not less than three years. Provider records for audit purposes will be maintained by the eligible Title XIX provider.
2. Establish and maintain records and reports to document CHSC activities in support of the child and family.
3. Release information about the recipient only with a specific release signed by the recipient or his/her legal representative.
4. Provide a quarterly expenditure report. Reports are due within thirty (30) working days of the close of each quarter.

B. The Iowa Department of Human Services shall:

1. Establish and maintain records necessary to fulfill the requirements of this Agreement.
2. Provide the applicant with a notice of decision concerning eligibility for the HCBS-IH waiver program.
3. Maintain ongoing documentation of HCBS-IH waiver recipient's decision(s) regarding services under the HCBS-IH waiver program.

#### V. Safeguarding Information

Based on this written interagency agreement, CHSC may be furnished, without a written, individual consent, such information as name, address and social security number of HCBS-IH waiver applicants and recipients, provided the safeguarding requirements in this section V are followed.

CHSC agrees to comply with state and federal confidentiality laws in receiving information and working with DHS clients and client-related data. The use or disclosure of information concerning applicants and recipients (including former recipients) will be limited to purposes directly related to the administration of the Medicaid HCBS-IH waiver program.

Information protected includes, but is not limited to:

- the names and addresses of applicants and recipients and amounts of assistance provided;
- program evaluation of information about a particular individual;
- medical data, including diagnosis and history of disease or disability, concerning a particular individual.

The recipient's family will be informed and written permission obtained to provide information to outside sources.

In the event of the issuance of a subpoena for the DHS record or for a representative to testify regarding the recipient, CHSC will call the court's attention through proper channels to the Federal and State law provisions against release of information. The same policies and procedures will be applied for requests from government bodies, the courts, or law enforcement official as with any other outside source. Procedures for safeguarding information apply to computerized data, as well as hard copy.

CHSC and DHS agree to comply with state and federal laws and CHSC policy regarding disclosure of information.

#### **VI. Relationship Between Agencies**

The rules, regulations or decisions of DHS are not subject to review, clearance or other similar actions by CHSC. CHSC does not have the authority to change or disapprove a decision of DHS and may not substitute its judgment for that of DHS with respect to the application of policies, rules and regulations of DHS. DHS does not have the authority to change or disapprove a decision of CHSC and may not substitute its judgment for that of CHSC with respect to the application of policies, rules and regulations of CHSC.

CHSC is not authorized to act for or make commitments on behalf of DHS without following the provisions of this Agreement or other formal protocols which may be developed in the future between the agencies. DHS is not authorized to act for or make commitments on behalf of CHSC without following the provisions of this Agreement or other formal protocols which may be developed in the future between the agencies.

#### **VII. Contact Person**

The contact persons for this Agreement will be Sue Stairs, Department of Human Services, HCBS Unit, Bureau of Program Services, and Brenda R. Moore, Child Health Specialty Clinics, Home and Community Care Planning.

### VIII. Payment

No DHS payments to CHSC using state dollars are sought to carry out the activities of this Agreement. CHSC's expenditures will be eligible for a Federal match through the Medicaid program. CHSC will provide DHS with the standard DHS claim vouchers quarterly, within 30 days of the end of the quarter. DHS will claim a Federal match for the funds expended and remit this match to CHSC.

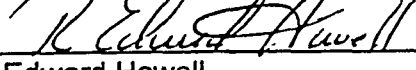
CHSC shall use unmatched CHSC state general revenue funds for services provided under this Agreement. If CHSC state funding is not available for these services, DHS shall not be liable for any portion of the costs nor shall CHSC be required to provide unfunded services.

IOWA DEPARTMENT OF HUMAN SERVICES

  
Charles M. Palmer  
Director

Date 6/15/98

THE UNIVERSITY OF IOWA  
STATEWIDE HEALTH SERVICES

  
R. Edward Howell  
Director & CEO, UIHC,


Date 7-7-98

DIVISION OF MEDICAL SERVICES

  
Donald W. Herman  
Administrator

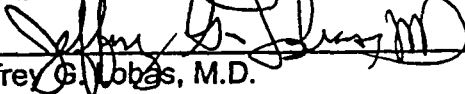
Date 6/1/98

SPECIALIZED CHILD HEALTH SERVICES  
DEPARTMENT OF PEDIATRICS

  
Frank H. Morriss, Jr., M.D.  
Professor & Head

Date 6-23-98

CHILD HEALTH SPECIALTY CLINICS

  
Jeffrey G. Lobas, M.D.  
Director

Date June 17, 1998

# **HCBS-IH WAIVER BUDGET FY 99**

Contract: 7/1/98-6/30/99

	Total	I-H Waiver Budget-DOH 25% CHSC Match	I-H Waiver Budget-DHS 75% Federal Match
<b>Personnel:</b>			
<b>Professional Salary</b>			
Moore (.50 FTE)	\$ 27,212	\$ 5,803	\$ 20,409
Bowers (.50 FTE)	\$ 22,809	\$ 5,702	\$ 17,107
Anderson (.20 FTE)	\$ 9,942	\$ 2,485	\$ 7,457
Best (.10 FTE)	\$ 3,109	\$ 778	\$ 2,331
McMillan (.60 FTE)	\$ 27,586	\$ 6,897	\$ 20,689
Professional Salary Subtotal	\$ 90,658	\$ 22,664	\$ 67,994
Professional Fringe @ 28.79%	\$ 26,100	\$ 6,525	\$ 19,575
<b>Merit Salary</b>			
Hansen (.50 FTE)	\$ 11,140	\$ 2,785	\$ 8,355
Merit Salary Subtotal	\$ 11,140	\$ 2,785	\$ 8,355
Merit Fringe @ 33.19%	\$ 3,697	\$ 924	\$ 2,773
<b>Contracted</b>			
Engels (.80) 6 months	\$ 17,356	\$ 4,339	\$ 13,017
Engels (contracted-208 hrs)	\$ 4,368	\$ 1,092	\$ 3,276
Secretary II (Des Moines)(.50) 6 months	\$ 5,339	\$ 1,335	\$ 4,004
Contracted Personnel Subtotal	\$ 27,063	\$ 6,766	\$ 20,297
Contracted Fringe @ 28.79 (6 months)	\$ 4,997	\$ 1,249	\$ 3,748
Contracted Fringe @ 33.19 (6 months)	\$ 1,772	\$ 443	\$ 1,329
<b>Total Personnel</b>	<b>\$ 165,428</b>	<b>\$ 41,357</b>	<b>\$ 124,071</b>
<b>Training Workshops, Meetings including travel</b>	<b>\$ 4,000</b>	<b>\$ 1,000</b>	<b>\$ 3,000</b>

		50% CHSC Match	50% Federal Match
<b>General Expense:</b>			
Connolly (Contracted Hours-240)	\$ 2,016	\$ 1,008	\$ 1,008
Resource Materials	\$ 200	\$ 100	\$ 100
Supplies	\$ 1,000	\$ 500	\$ 500
<b>Total General Expense</b>	<b>\$ 3,216</b>	<b>\$ 1,608</b>	<b>\$ 1,608</b>
<b>Capital Equipment</b>			
Equipment Purchases (computer, printer)	\$ 2,800	\$ 1,400	\$ 1,400
<b>Total Capital Equipment Expense</b>	<b>\$ 2,800</b>	<b>\$ 1,400</b>	<b>\$ 1,400</b>
<b>Communication:</b>			
Telephone/ICN	\$ 4,000	\$ 2,000	\$ 2,000
Postage/UPS	\$ 500	\$ 250	\$ 250
Copy Charges	\$ 1,300	\$ 650	\$ 650
Networking & Software Support	\$ 600	\$ 300	\$ 300
<b>Total Communication Expense</b>	<b>\$ 6,400</b>	<b>\$ 3,200</b>	<b>\$ 3,200</b>
<b>TOTALS</b>	<b>\$ 181,844</b>	<b>\$ 48,565</b>	<b>\$ 133,279</b>